

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JAN 03 2012

JAMES R. LARSEN, CLERK
DEPUTY
YAKIMA, WASHINGTON

1 Michael C. Ormsby
2 United States Attorney
3 Eastern District of Washington
4 Tyler H.L. Tornabene
5 Assistant United States Attorney
6 Post Office Box 1494
7 Spokane, WA 99210-1494
8 Telephone: (509) 353-2767

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 vs.

12 CHRISTIAN DAVEL CAREAGA,

13 Defendant.

11-CR-6080-LRS

Plea Agreement

15 Plaintiff, United States of America, by and through Michael C. Ormsby,
16 United States Attorney for the Eastern District of Washington, and Tyler H.L.
17 Tornabene, Assistant United States Attorney for the Eastern District of
18 Washington, and Defendant CHRIRSTIAN DAVEL CAREAGA and the
19 Defendant's counsel, Peter L. March, agree to the following Plea Agreement:
20

21 1. Guilty Plea and Maximum Statutory Penalties:

22 The Defendant, CHRIRSTIAN DAVEL CAREAGA, agrees to waive
23 indictment by a grand jury and agrees to plead guilty to an Information, November
24 21, 2011, charging the Defendant with Conspiracy to Defraud the Government
25 with Respect to Claims, in violation of 18 U.S.C. § 286. The Defendant
26 understands that this is a Class D felony which carries a maximum penalty of: not
27 more than a 10 year term of imprisonment; a fine not to exceed \$250,000; not
28

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1 more than a 3 year term of supervised release; restitution; and a \$100.00 special
2 penalty assessment.

3 The Defendant, CHRISTIAN DAVEL CAREAGA, understands that a
4 violation of a condition of supervised release carries an additional penalty of re-
5 imprisonment for all or part of the term of supervised release without credit for
6 time previously served on post-release supervision.

7 2. The Court is Not a Party to the Agreement:

8 The Court is not a party to this Plea Agreement and may accept or reject this
9 Plea Agreement. Sentencing is a matter that is solely within the discretion of the
10 Court. The Defendant understands that the Court is under no obligation to accept
11 any recommendations made by the United States and/or by the Defendant; that the
12 Court will obtain an independent report and sentencing recommendation from the
13 U.S. Probation Office; and that the Court may, in its discretion, impose any
14 sentence it deems appropriate up to the statutory maximums stated in this Plea
15 Agreement.

16 The Defendant acknowledges that no promises of any type have been made
17 to the Defendant with respect to the sentence the Court will impose in this matter.
18 The Defendant understands that the Court is required to consider the applicable
19 sentencing guideline range, but may depart upward or downward under the
20 appropriate circumstances.

21 The Defendant also understands that should the sentencing judge decide not
22 to accept any of the parties' recommendations, that decision is not a basis for
23 withdrawing from this Plea Agreement or a basis for withdrawing this plea of
24 guilty.

25 3. Waiver of Constitutional Rights:

26 The Defendant, CHRISTIAN DAVEL CAREAGA, understands that by
27 entering this plea of guilty the Defendant is knowingly and voluntarily waiving
28 certain constitutional rights, including:

- (a). The right to a jury trial;
- (b). The right to see, hear and question the witnesses;
- (c). The right to remain silent at trial;
- (d). The right to testify at trial; and
- (e). The right to compel witnesses to testify.

While the Defendant is waiving certain constitutional rights, the Defendant understands the Defendant retains the right to be assisted through the sentencing and any direct appeal of the conviction and sentence by an attorney, who will be appointed at no cost if the Defendant cannot afford to hire an attorney. The Defendant also acknowledges that any pretrial motions currently pending before the Court are waived.

4. Elements of the Offense:

The United States and the Defendant agree that in order to convict the Defendant of Conspiracy to Defraud the Government with Respect to Claims in violation of 18 U.S.C. § 286, the United States would have to prove beyond a reasonable doubt the following elements¹:

First, that on or between January 1, 2004, and November 19, 2008, in the Eastern District of Washington, the Defendant, CHRISTIAN

¹The Defendant and the United States agree that current legal authority binding on this Court does not require proof of an overt act in order to sustain a conviction under 18 U.S.C. § 286. The Defendant and the United States further agree that if authority binding on this Court ever does require proof of an overt act to sustain a conviction under 18 U.S.C. § 286, that the United States could prove beyond a reasonable doubt that the Defendant did in fact take an overt act in furtherance of the combination, conspiracy, or agreement in violation of 18 U.S.C. § 286 as charged in the Information.

1 CAREAGA entered into an agreement, combination, conspiracy,
2 or any combination thereof, with at least one other person, to obtain
3 or aid in obtaining payment of claims against the United States
4 Department of Energy;

5 Second, that the claims were materially false, fictitious, or
6 fraudulent;

7 Third, that the Defendant, CHRIRSTIAN DAVEL CAREAGA, knew
8 at the time that the claims were materially false, fictitious, or
9 fraudulent;

10 Fourth, that the Defendant, CHRIRSTIAN DAVEL CAREAGA,
11 knew of the agreement, combination, conspiracy, or any combination
12 thereof, and intended to join it; and

13 Fifth, that the Defendant, CHRIRSTIAN DAVEL CAREAGA,
14 voluntarily participated in the agreement, combination, conspiracy, or
15 any combination thereof.

16 5. Factual Basis and Statement of Facts:

17 The United States and the Defendant stipulate and agree that the following
18 facts are accurate; that the United States could prove these facts beyond a
19 reasonable doubt at trial; and these facts constitute an adequate factual basis for
20 CHRIRSTIAN DAVEL CAREAGA's guilty plea. This statement of facts does
21 not preclude either party from presenting and arguing, for sentencing purposes,
22 additional facts which are relevant to the guideline computation or sentencing,
23 unless otherwise prohibited in this agreement.

24 CHRIRSTIAN DAVEL CAREAGA worked for CH2M Hill Hanford Group
25 Inc. ("CH2M Hill") as a Radiological Control Technician (RCT) from 1999 to
26 October of 2008. CH2M Hill was a prime contractor for the United States
27 Department of Energy ("DOE") at the Hanford Nuclear Reservation ("Hanford")
28 located in southeastern Washington, in the Eastern District of Washington. CH2M
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1 Hill was contracted by DOE to retrieve, treat, and dispose of radioactive waste
2 located at the "Tank Farms," at Hanford in 1999. The CH2M Hill prime contract
3 was a cost plus reimbursement contract whereby CH2M Hill was fully reimbursed
4 by the United States through a DOE funded line of credit for the fully burdened
5 cost of labor allocable to the CH2M Hill prime contract (e.g. labor ostensibly not
6 the product of fraud or false statements).

7 All CH2M Hill employees who worked on the CH2M Hill prime contract
8 and were paid by the hour, including CHRIRSTIAN DAVEL CAREAGA, had to
9 enter their hours worked into an electronic system known as the Time Information
10 System ("TIS"). According to the CH2M Hill written procedures all hourly
11 employees, including CHRIRSTIAN DAVEL CAREAGA, were to input the time
12 they began work at the Tank Farms and the time that they ended a shift, among
13 other material pieces of information. In order to receive a pay check for the hours
14 claimed employees, including CHRIRSTIAN DAVEL CAREAGA, had to
15 electronically submit the completed weekly information in TIS (referred to herein
16 as "a time card") to a direct supervisor. Employees, including CHRIRSTIAN
17 DAVEL CAREAGA, would not get paid until and unless a direct supervisor, or
18 other authorized supervisory employee of CH2M Hill, electronically approved the
19 employee's time card on Monday of the following week.

20 According to the CH2M Hill written procedures, by submitting a time card
21 in TIS for approval by a supervisor CHRIRSTIAN DAVEL CAREAGA was
22 certifying that the information was true and correct. According to the same
23 written procedures, by electronically approving CHRIRSTIAN DAVEL
24 CAREAGA's time card his direct supervisor, or other supervisory employee, was
25 further certifying that the information entered by CHRIRSTIAN DAVEL
26 CAREAGA, including the amount of hours worked, was true and correct. CH2M
27 Hill then provided this information, along with other employees' information from
28 TIS, to DOE in order to justify, in part, the CH2M Hill draw down on the DOE

1 line of credit. In this manner, the United States ultimately paid for all of
2 CHRIRSTIAN DAVEL CAREAGA's wages while employed at CH2M Hill. Had
3 DOE known that, as described below, any portion of CH2M Hill's labor costs
4 supposedly allocable to the CH2M Hill prime contract, including the hours falsely
5 claimed by CHRIRSTIAN DAVEL CAREAGA, were the product of the below
6 described time card fraud scheme and conspiracy it would not have authorized the
7 payments and would have sought a return of any amounts paid as a result of the
8 time card fraud scheme and conspiracy.

9 Upon first starting to work for CH2M Hill at the Tank Farms CHRIRSTIAN
10 DAVEL CAREAGA learned of the time card fraud scheme and conspiracy.
11 Specifically, it was accepted practice at CH2M Hill to claim more hours on a time
12 card than were actually worked. For instance, an employee working a swing shift
13 (4:30 pm to 12:30 am) could leave when the particular job justifying the overtime
14 was completed and claim the full eight hour shift even though the job had taken
15 significantly less than the full eight hours.

16 CHRIRSTIAN DAVEL CAREAGA learned of this accepted practice
17 through a variety of means. The accepted practice was so widespread that
18 CHRIRSTIAN DAVEL CAREAGA could easily observe that none of his fellow
19 RCTs, or other CH2M Hill hourly employees at the Tank Farms, stayed for a full
20 eight hour overtime shift. However, the time cards for these employees falsely
21 claiming a full eight hour shift were nonetheless routinely approved by CH2M Hill
22 supervisory employees who had themselves observed the hourly employees
23 routinely leaving well prior to the end of an eight hour shift. Moreover, many of
24 these approving CH2M Hill supervisory employees had themselves participated in
25 the routine practice of leaving prior to a full eight hour shift but claiming the full
26 eight hours when they had been non-supervisory employees of CH2M Hill.

27 In addition, direct supervisors of the RCTs would routinely indicate to the
28 RCTs that they supervised, including CHRIRSTIAN DAVEL CAREAGA when

1 they were leaving in order to signal to the RCTs that it would soon be alright for
2 the RCTs to leave early and yet claim a full eight hours. In this manner, direct
3 supervisors were able to facilitate the time card fraud scheme and conspiracy
4 while at the same time attempting to retain the ability to plausibly deny actual
5 knowledge of the time card fraud being committed. Specifically, direct
6 supervisors of the RCTs, including direct supervisors of CHRIRSTIAN DAVEL
7 CAREAGA, would say particular phrases such as "why are you still here," and
8 "what are you guys still doing here," as the direct supervisor left. Yet, the same
9 direct supervisors would routinely approve the RCT time cards, including
10 CHRIRSTIAN DAVEL CAREAGA's time cards, falsely claiming that they had
11 stayed for another approximate eight hours. Accordingly, CHRIRSTIAN DAVEL
12 CAREAGA learned, in part through the behavior of others, that once the direct
13 supervisor had left the Tank Farms and the job being worked was completed, he
14 could leave and claim payment for the full eight hours rather than the actual time
15 worked.

16 In addition, it was common knowledge among supervisory personnel at
17 CH2M Hill that overtime jobs were of varying lengths, that many jobs would often
18 take substantially less than eight hours to complete, and that employees, including
19 RCTs, routinely left the Tank Farms at the completion of those jobs.
20 CHRIRSTIAN DAVEL CAREAGA knew that this was common knowledge
21 among supervisory personnel at CH2M Hill and yet he was never admonished or
22 reprimanded in anyway for claiming full eight hour overtime shifts until he was
23 detected by law enforcement and the detection was brought to the attention of his
24 employer by law enforcement.

25 Further, CHRIRSTIAN DAVEL CAREAGA's time cards clearly and
26 routinely showing a consistent leave time of 11:30 pm or 12:30 am on swing shift
27 overtime, were always approved by his direct supervisor and other supervisory
28 personnel allowing him to get paid for his falsely claimed hours. Additionally,

1 despite the known reality of varying overtime job lengths, and the fact that many
2 of the jobs would often take substantially less than eight hours, overtime shifts
3 were nearly always offered by CH2M Hill management in eight hour blocks
4 further encouraging employees to claim the full eight hours even if they did not
5 work the full eight hours.

6 In addition, RCTs were not allowed to work more than 72 hours in a single
7 week due, in part, to safety concerns. In order to ensure that the hours reported to
8 have been worked on time cards never went over 72 hours for any single week
9 direct supervisors of RCTs would instruct RCTs, including CHRIRSTIAN
10 DAVEL CAREAGA, that if their reported hours were over the 72 hour limit they
11 needed to falsely report those hours on the following week's time card.

12 Moreover, supervisors on particular jobs (known as Persons in Charge or
13 "PICs") would state, at the beginning of the shift, "lets get this done so we can get
14 out of here." Yet, on at least one occasion, after a job that took approximately two
15 hours, two particular PICs advised the RCTs on that job, including CHRIRSTIAN
16 DAVEL CAREAGA, that the RCTs should report a full eight hour shift. Further,
17 PICs would explain to RCTs, including CHRIRSTIAN DAVEL CAREAGA, that
18 the practice of allowing RCTs and other workers of CH2M Hill to be paid for a
19 full eight hour shift when significantly less hours were worked was a practice
20 condoned by CH2M Hill management as a way of providing a bonus to RCTs and
21 other workers.

22 CHRIRSTIAN DAVEL CAREAGA would also discuss the practice of
23 falsifying time cards with fellow RCTs employed at CH2M Hill. The product of
24 those discussions was an understanding among those RCTs that unless and until
25 PICs instructed the RCTs to record their actual hours worked they would continue
26 to falsely recorded working a full eight hour shift.

27 CHRIRSTIAN DAVEL CAREAGA was aware that although it was an
28 accepted practice and procedure at CH2M Hill to pay hourly employees, such as

1 RCTs, for hours claimed but not actually worked, these procedures were not
2 reduced to writing and were contrary to the CH2M Hill written procedures. In
3 fact, it was further accepted practice at CH2M Hill to engage in patterns designed
4 to avoid the detection of the time card fraud scheme and conspiracy by law
5 enforcement or CH2M Hill internal auditors who were institutionally separate
6 from CH2M Hill management and who routinely provided information to law
7 enforcement.

8 For instance, in May of 2008, CHRIRSTIAN DAVEL CAREAGA became
9 aware of an incident whereby his direct supervisor received an anonymous tip that
10 his/her employees were not at the Tank Farms during an overtime shift. Based on
11 the anonymous tip the direct supervisor, who had left for the day, went back to the
12 Tank Farms and confirmed that most if not all of the employees who were
13 supposed to be working overtime that night were no longer at the Tank Farms.
14 However, rather than engaging in any formal disciplinary action against the
15 employees the direct supervisor called the missing employees to ensure that they,
16 contrary to the normal practice of the time card fraud scheme and conspiracy,
17 made sure their time cards accurately reflected the time they left. This action was
18 approved of by at least one person in CH2M Hill management above the level of
19 direct supervisor.

20 The following day CHRIRSTIAN DAVEL CAREAGA was told by his
21 direct supervisor, along with other employees, that in order to avoid detection
22 employees should not claim more hours than worked. CHRIRSTIAN DAVEL
23 CAREAGA and his fellow RCTs heeded this advice until, in approximately June
24 or July of 2008, resuming the standard practice of claiming a full shift while
25 working less. Specifically, as early as June 9, 2008, the same direct supervisor
26 who had received the anonymous tip resumed approving CHRIRSTIAN DAVEL
27 CAREAGA's time cards, which again falsely claimed, among other things, nearly
28 unvarying 12:30 am leave times for swing shifts, just as before.

1 Upon law enforcement's discovery of the time card fraud scheme and
2 conspiracy CHRISTIAN DAVEL CAREAGA was told by other conspirators not
3 to provide information regarding the conspiracy to law enforcement. Specifically,
4 CHRISTIAN DAVEL CAREAGA was told by a lead RCT, himself in charge of
5 calling out the overtime in eight hour blocks rather than in shorter increments
6 based on the actual hours needed, to not provide any information to the special
7 agents of the Department of Energy Office of Inspector General investigating the
8 time card fraud scheme and conspiracy. CHRISTIAN DAVEL CAREAGA was
9 also told by a fellow RCT and union steward that he should not directly implicate
10 any other conspirators and that CHRISTIAN DAVEL CAREAGA and others
11 already apparently suspected by law enforcement should take the full blame for the
12 time card fraud scheme and conspiracy and thus protect the other conspirators.

13 In this manner, CHRISTIAN DAVEL CAREAGA agreed, combined, and
14 conspired with others, including his direct supervisors, to provide time cards
15 falsely claiming payment for hours not worked. In providing the false information
16 intending to be paid for hours not worked CHRISTIAN DAVEL CAREAGA
17 acted with the intent to defraud. The false information in CHRISTIAN DAVEL
18 CAREAGA's time cards was utilized by CH2M Hill to justify receiving money
19 from the United States. The money paid to CHRISTIAN DAVEL CAREAGA
20 for hours he did not work but falsely claimed were ultimately paid by the United
21 States.

22 Between January of 2004 and October of 2008, CHRISTIAN DAVEL
23 CAREAGA would routinely leave on or before 9:00 pm on swing shift and yet
24 falsely certify on his time card that he had stayed and worked until 12:30 am, the
25 full eight hour swing shift, or would falsely claim to have worked a full shift when
26 in fact he had not. During that same time frame CHRISTIAN DAVEL
27 CAREAGA claimed a total of 2,249.5 hours of overtime. Pursuant to the time
28 card fraud scheme and conspiracy his direct supervisor and other supervisory
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1 personnel at CH2M Hill would knowingly approve of his false time card thereby
2 ensuring that CHRIRSTIAN DAVEL CAREAGA would be paid for hours not
3 worked and that, ultimately, the United States would pay for those falsely claimed
4 hours.

5 Based on the fully burdened cost of labor applicable to CHRIRSTIAN
6 DAVEL CAREAGA during these times the United States, through CH2M Hill,
7 paid CHRIRSTIAN DAVEL CAREAGA at least \$90,000 for the overtime hours
8 he falsely claimed.

9 6. Waiver of Inadmissibility of Statements:

10 The Defendant agrees to waive the inadmissibility of statements made in the
11 course of plea discussions with the United States, pursuant to Fed. R. Crim.
12 P. 11(f). This waiver shall apply if the Defendant withdraws this guilty plea or
13 breaches this Plea Agreement. The Defendant acknowledges that any statements
14 made by the Defendant to law enforcement agents in the course of plea discussions
15 in this case would be admissible against the Defendant in the United States's case-
16 in-chief if the Defendant were to withdraw or breach this Plea Agreement.

17 7. The United States Agrees Not to File Additional Charges:

18 The United States Attorney's Office for the Eastern District of Washington
19 agrees not to bring any additional charges against the Defendant based upon
20 information in its possession at the time of this Plea Agreement and arising out of
21 Defendant's conduct involving illegal activity charged in the Information, unless
22 the Defendant breaches this Plea Agreement any time before or after sentencing.

23 8. United States Sentencing Guideline Calculations:

24 The Defendant understands and acknowledges that the United States
25 Sentencing Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that
26 the Court will determine the Defendant's applicable sentencing guideline range at
27 the time of sentencing.

1 (a.) Base Offense Level:

2 The United States and the Defendant agree that the base offense level for
3 Conspiracy to Defraud the Government with Respect to Claims, violation of 18
4 U.S.C. § 286, is six (6). See U.S.S.G. §2B1.1(a)(2).

5 (b.) Amount of Loss Calculation:

6 The United States and the Defendant agree that the amount of loss caused
7 by the Defendant pursuant to the charged conduct is at least \$90,000. Therefore,
8 the United States and the Defendant agree that, pursuant to U.S.S.G.
9 §2B1.1(b)(1)(D), an eight (8) level upward adjustment in the offense level is
10 appropriate.

11 (c.) Acceptance of Responsibility:

12 If the Defendant pleads guilty and demonstrates a recognition and an
13 affirmative acceptance of personal responsibility for the criminal conduct;
14 provides complete and accurate information during the sentencing process; does
15 not commit any obstructive conduct; accepts this Plea Agreement; and enters a
16 plea of guilty no later than ^{January 3, 2012} ~~December 23, 2011~~, the United States will move for a *SPM*
17 two (2) level downward adjustment in the offense level for the Defendant's timely
18 acceptance of responsibility, pursuant to U.S.S.G. §3E1.1(a).

19 The Defendant and the United States agree that the United States may at its
20 option and upon written notice to the Defendant, not recommend a downward
21 reduction for acceptance of responsibility if, prior to the imposition of sentence,
22 the Defendant is charged or convicted of any criminal offense whatsoever.

23 Furthermore, the Defendant agrees to pay the \$100 mandatory special
24 penalty assessment to the Clerk of Court for the Eastern District of Washington, at
25 or before sentencing, and shall provide a receipt from the Clerk to the United
26 States before sentencing as proof of this payment, as a condition to this
27 recommendation by the United States.

1 (d.) Final Offense Level:

2 The United States and the Defendant agree that if the Court establishes the
3 base offense level at six (6), and increases the offense level by eight (8) levels due
4 to the amount of loss being at least \$90,000, and adjusts the offense level
5 downward by two (2) levels for acceptance of responsibility, the Defendant's final
6 adjusted offense level would be a twelve (12).

7 (e.) Criminal History:

8 The United States and the Defendant have made no agreement and make no
9 representations as to the criminal history category, which shall be determined after
10 the Presentence Investigative Report is completed.

11 9. Departures:

12 The Defendant intends to request a downward departure and/or variance
13 from the sentencing guidelines. At this time, the Defendant is unable to articulate
14 the basis for a downward departure or variance. The United States reserves its
15 right to oppose any downward departure or variance consistent with the terms of
16 this Plea Agreement.

17 10. Substantial Assistance:

18 The United States agrees that at sentencing it will move pursuant to 18
19 U.S.C. § 3553(e), which gives the Court authority to sentence below the minimum
20 established by statute so as to reflect the Defendant's substantial assistance in the
21 investigation and prosecution of another, all in accordance with U.S.S.G. §5K1.1
22 (Substantial Assistance to Authorities), which provides as follows:

23 Upon motion of the government stating that the defendant has
24 provided substantial assistance in the investigation or prosecution of
25 another person who has committed an offense, the court may depart
from the guidelines.

- 26 (a) The appropriate reduction shall be determined by the court for
27 reasons stated that may include, but are not limited to,
28 consideration of the following:

- (1) the court's evaluation of the significance and usefulness of the defendant's assistance, taking into consideration the government's evaluation of the assistance rendered;
- (2) the truthfulness, completeness, and reliability of any information or testimony provided by the defendant;
- (3) the nature and extent of the defendant's assistance;
- (4) any injury suffered, or any danger or risk of injury to the defendant or his family resulting from his assistance;
- (5) the timeliness of the defendant's assistance.

U.S.S.G. §5K1.1(a)(1)-(5).

The Defendant acknowledges that he has not completed providing substantial assistance at the time of the entry into this Plea Agreement and that the United States is not bound to move for a downward departure unless the Defendant provides information that is fully truthful and complete and that the Defendant testifies truthfully and completely at any hearing, trial, grand jury proceeding, deposition, or other court proceeding if called as a witness by any party. The Defendant understands that it may be necessary to continue his sentencing date in order to verify full compliance with this agreement.

The Defendant acknowledges that if he fails to complete his efforts to provide substantial assistance by refusing reasonable requests to meet with law enforcement agents (including attorneys for the United States Attorneys Office for the Eastern District of Washington and the Department of Justice), by providing false information or withholding information from agents, or by failing to testify completely, truthfully, and honestly, the United States is under no obligation to file a motion for a downward departure pursuant to 18 U.S.C. § 3553(e) or U.S.S.G. §5K1.1, and this agreement shall be considered breached and null and void. The United States may then prosecute the Defendant on all available charges, including making false statements and perjury.

1 11. Incarceration:

2 If the Defendant does not provide “substantial assistance,” as set forth in
3 Paragraph 10, supra, the United States agrees to recommend that the Court impose
4 a sentence within the applicable guideline range.

5 12. Supervised Release:

6 If the Court imposes a sentence of incarceration, the United States and the
7 Defendant agree to recommend that the Court impose a two (2)-year term of
8 supervised release to include the following special conditions, in addition to the
9 standard conditions of supervised release:

10 (a.) that the Defendant provide financial information, provide copies
11 of Federal income tax returns and allow credit checks, at the direction of the
12 Probation Officer; and

13 (b.) that the Defendant shall disclose all assets and liabilities to the
14 Probation Officer and shall not transfer, sell, give away, or otherwise convey or
15 secret any asset, without the advance approval of the Probation Officer.

16 13. Criminal Fine in lieu of Restitution:

17 The United States and the Defendant agree that in lieu of restitution under
18 18 U.S.C. § 3664, the Defendant stipulates and agrees to a fine amount of \$90,000
19 under 18 U.S.C. § 3572.

20 14. Mandatory Special Penalty Assessment:

21 The Defendant agrees to pay the \$100 mandatory special penalty assessment
22 to the Clerk of Court for the Eastern District of Washington, at or before
23 sentencing, pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the
24 Clerk to the United States before sentencing as proof of this payment.

25 15. Payments While Incarcerated:


26 If the Defendant lacks the financial resources to pay the monetary
27 obligations imposed by the Court, and if the Defendant is ultimately sentenced to
28 any term of incarceration, the Defendant agrees to earn the money to pay toward

1 these obligations by participating in the Bureau of Prisons' Inmate Financial
2 Responsibility Program.

3 16. Additional Violations of Law Can Void Plea Agreement:

4 The Defendant and the United States agree that the United States may at its
5 option and upon written notice to the Defendant, withdraw from this Plea
6 Agreement or modify its recommendation for sentence if the Defendant commits
7 any violation of state, local, or federal law prior to the imposition of sentence.

8 17. Appeal Rights:

9 In return for the concessions that the United States has made in this Plea
10 Agreement, the Defendant agrees to waive the right to appeal the sentence if the
11 Court imposes a prison term of not longer than 16 months, imposes a term of
12 supervised release of not longer than 2 years, imposes a fine of not more than
13 \$90,000, and imposes a penalty assessment ^{of} ~~or~~ not more than \$100. Should the 
14 Defendant successfully move to withdraw from this Plea Agreement or should the
15 Defendant's conviction on the charge in the Information be dismissed, set aside,
16 vacated, or reversed, this Plea Agreement shall become null and void; and the
17 United States may prosecute the Defendant on all available charges involving or
18 arising out of the Defendant's employment with CH2M Hill Hanford Group Inc.
19 Nothing in this Plea Agreement shall preclude the United States from opposing
20 any post-conviction motion for a reduction of sentence or other attack of the
21 conviction or sentence, including, but not limited to, proceedings pursuant to 28
22 U.S.C. § 2255 (writ of habeas corpus).

23 18. Hyde Amendment Waiver:

24 The Defendant waives any claim under the Hyde Amendment, 18 U.S.C. §
25 3006A (Statutory Note), for attorney's fees and other litigation expenses arising
26 out of the investigation or prosecution of this matter.

1 or forced me in any way to enter into this Plea Agreement. I am agreeing to plead
2 guilty because I am guilty.

3
4 Christian Davel Careaga
5 CHRISTIAN DAVEL CAREAGA
6 Defendant
7 *con 1/3/12*

1/3/12
Date

8 I have read the Plea Agreement and have discussed the contents of the
9 agreement with my client. The Plea Agreement accurately and completely sets
10 forth the entirety of the agreement between the parties. I concur in my client's
11 decision to plead guilty as set forth in the Plea Agreement. There is no legal
12 reason why the Court should not accept the Defendant's plea of guilty.

13 Peter L. March
14 Peter L. March
15 Attorney for the Defendant

1/3/12
Date